

Final Release: Monday, February 22, 2021, 4:00 p.m.

SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

**Leadership and Professional Development Center
701 W Wetmore Road
Tucson, AZ 85705**

Tuesday, February 23, 2021

5:30 PM

(Doors open 30 minutes prior to the start of the meeting)

AMPHITHEATER PUBLIC SCHOOLS

MISSION

To empower all students to become contributing members of society equipped with the skills, knowledge, and values necessary to meet the challenges of a changing world.

We Believe

- ❖ ***All students can learn and achieve.***
- ❖ ***Everyone has unique strengths, talents, and needs.***
- ❖ ***All students and staff should be responsible for and dedicated to educational excellence.***
- ❖ ***Education requires cooperation, honesty, and respect among the students, parents, staff, school, and community.***
- ❖ ***The school community deserves a safe and caring environment.***
- ❖ ***Our actions reflect our values and our dedication to meeting student needs fairly and equitably.***
- ❖ ***Ample resources are essential to accomplish the Mission.***

We Value

achievement, caring, creativity, curiosity, diligence, diversity, fairness, honesty, kindness, respectfulness, responsibility and service to the community.

AGENDA*

As permitted by the Arizona Open Meeting Laws, Board members may participate in this meeting by telephone, video or internet conference. Due to pandemic conditions, this meeting will also be streamed live for the public online. The link for the meeting will be posted on the day of the meeting on the District's website, www.amphi.com.

The following steps will be taken to ensure the safety of staff and the public. Masks are currently required, regardless of vaccination status due to the current pandemic conditions. Anyone with a fever, cough or other symptoms of COVID-19 will not be allowed to attend in person. Attendees will be asked to maintain a recommended distance from others.

Persons present at the Board meeting may complete a form requesting to speak to the Board. Individuals who wish to address the Board in-person during Call to the Audience should fill out a public comment card and hand it to the Governing Board Secretary located in the main hallway of the Leadership and Professional Development Center.

* The Governing Board may meet in an executive session concerning any item on this agenda for purpose of consultation with legal counsel, pursuant to A.R.S. § 38-431.03(A)(3). Rules of Order that apply to Governing Board meetings may be suspended by a vote of the majority of the Board. One or more Governing Board members may attend by electronic means.

¹ Persons interested in addressing the Governing Board must complete and submit a form available from the Governing Board secretary. Procedures for addressing the Board are outlined on the form.

² Information items are for discussion only; no action will be taken.

³ Details are available in the offices of the Associate Superintendents, Associate to Superintendent, and Chief Financial Officer.

⁴ Study session items are for discussion only; no action will be taken.

All comments are limited to 3 minutes to ensure an equitable opportunity to address the Board. In addition, to ensure adequate time is available for other Governing Board business, a maximum time limit for Public Comment will be observed. Those unable to speak within the specified time limits may also submit comments to the Board in writing.

We apologize in advance for any unforeseeable difficulties and ask for your patience as we navigate unprecedented conditions.

1. CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER

Ms. Susan Zibrat, President

2. PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING

Tuesday, March 9, 2021 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705, in the Leadership & Professional Development Center, SE Entrance and Parking.

4. PUBLIC COMMENT¹

5. INFORMATION

A. Superintendent's Report: Update on Pandemic Conditions 4

6. CONSENT AGENDA³

A. Approval of Appointment of Non-Administrative Personnel	29
B. Approval of Personnel Changes	32
C. Approval of Leave(s) of Absence	35
D. Approval of Separation(s) and Termination(s)	37
E. Approval of Stipend for Coaching Volunteers	40
F. Approval of Vouchers Totaling and Not Exceeding Approximately \$766,597.68	42
G. Acceptance of Gifts	43
H. Receipt of January 2021 Report on School Auxiliary and Club Balances	45
I. Approval of Revisions to Governing Board Policies Developed through the Meet and Confer Process: Policy GCQA (Professional Staff Reduction in Force); Regulation GCQA-R (Professional Staff Reduction in Force) Exhibit GCQA-E (Reduction in Force Staff Profile Form)	55
J. Approval of District Calendar for School Year 2022-2023	72
K. Approval of Textbooks for Display	74
L. R.I.S.E. Program Addendum	75
M. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 1 Hot Water Leak Repair	76
N. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 2 Hot Water Leak Repair	85
O. Approval of School Facilities Board (SFB) Grant for Canyon del Oro High School Main Plant Cooling Tower Pump Rebuild	94
P. Approval of School Facilities Board (SFB) Grant for Winifred Harelson Elementary School Funhouse Weatherization Design	103

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Q. Approval of School Facilities Board (SFB) Grant for Frances Owen Holaway Elementary School HVAC Controls Repair 112

7. **EXECUTIVE SESSION**

A. Executive Session for: 121

1. Discussion of Employment and Evaluation of the Superintendent, Pursuant to A.R.S. § 38-431.03(A)(1); and
2. In Discussion and Consultation with Representatives of the Governing Board In Order to Consider its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff for the 2021-2022 Fiscal Year Pursuant to A.R.S. § 38-431.03(A)(5).

8. **RECONVENE PUBLIC MEETING**

9. **PUBLIC COMMENT**

10. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

11. **ADJOURNMENT**

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting in the Records Department (Room 114), Wetmore Center, 701 West Wetmore Road, Tucson, Arizona. The public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible.

If you need special accommodations, please call the Governing Board office: (520) 696-5158

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**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Superintendent's Report: Update on Pandemic Conditions

BACKGROUND:

The Superintendent will be providing a review of recent and future activities in the District and community. The Superintendent will also review pandemic conditions and data and their impact on school operations.

RECOMMENDATION:

This item is presented for the Board's information.

INITIATED BY:

Date: February 22, 2021

A handwritten signature in cursive script that reads "Todd A. Jaeger".

Todd A. Jaeger, J.D., Superintendent



Superintendent's Report⁵ to the Governing Board

February 23, 2021



From Our Schools



Our District Spelling Bee looked a little different this year, but our students still did an amazing job. The top five finishers were: First place: Athena McElvaine, Amphi Academy Online; Second place: Ethan Arvizu; Harelson Elementary School; Third place: Svea Neilson, Copper Creek Elementary School; Fourth place: Leslie Moreno, Donaldson Elementary School; Fifth place: Alexander Owens, Wilson K-8 School. These students will go on to compete in the Pima County Regional Spelling Bee.



From Our Schools

Congratulations to Amphi High School's partner stunt cheer team -- Hector, Vanessa, and Gissel -- for winning their competition and qualifying for AIA State in March!

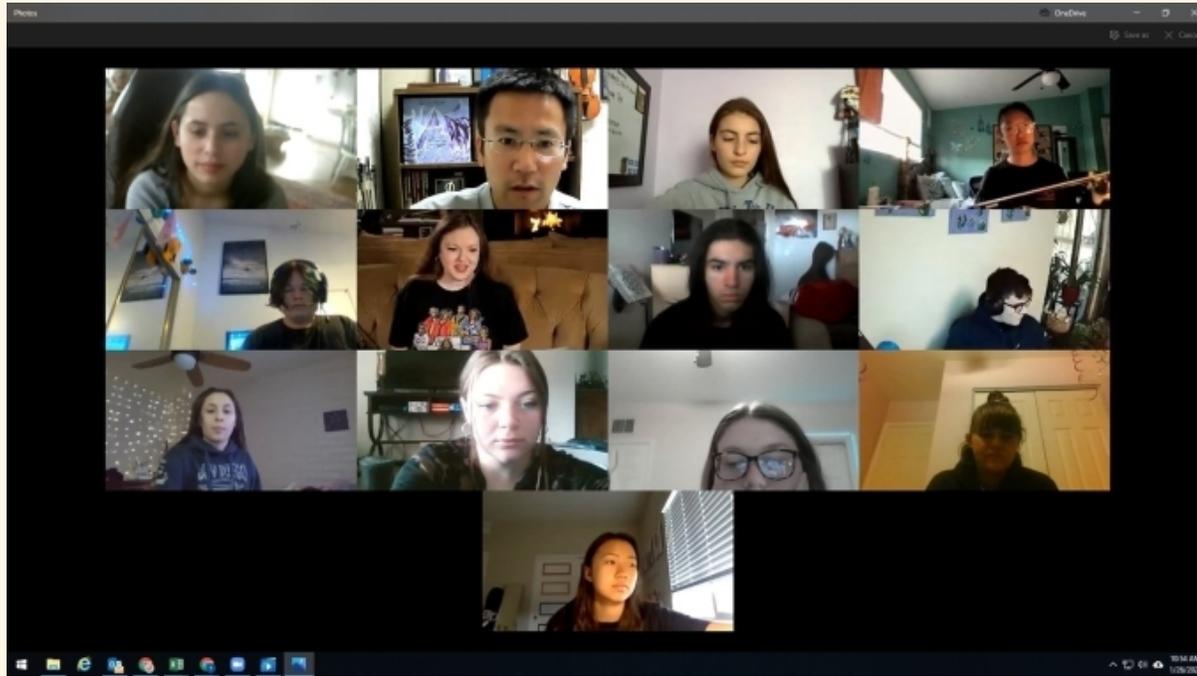


For Love of Reading Week, staff from school libraries across the District, including Stephanie Quimby-Greene from Rio Vista Elementary, shared some of their favorite books. Find their recommendations on our Facebook page.



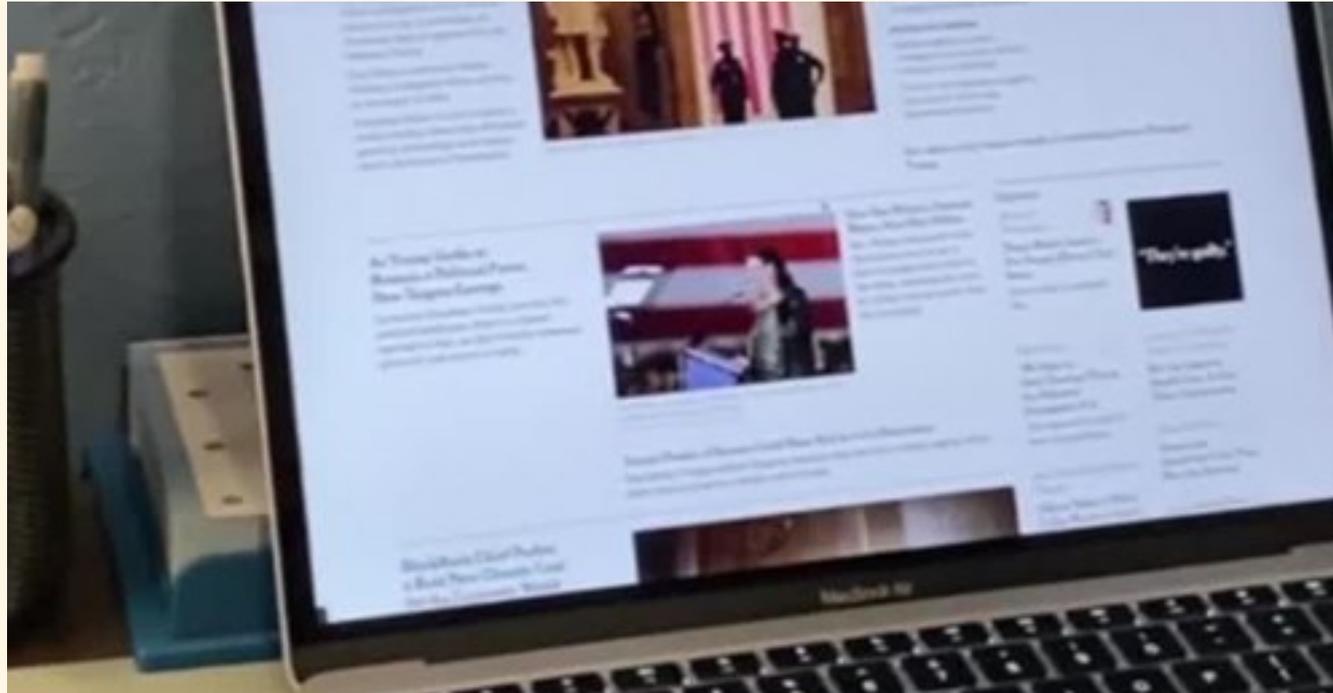


From Our Schools



Canyon del Oro High School Symphony Orchestra students had an amazing guest visit them on January 29. Rachel Barton Pine, a world-famous violinist, shared her story. Including, how she started the Music by Black Composers Project. She performed Deep River and Louisiana Blues by Samuel Coleridge-Taylor, an Afro-British composer.

From Our Schools



Mr. Luke Howell's Journalism class at Ironwood Ridge High School teamed up with KGUN-9 to publish a story for National News Literacy Week in late January. The story focused on misinformation on social media, a most important topic in these times.



Thank you



We are grateful to the volunteers from Casas Adobes Congregational Church. They packaged up food from the Community Food Bank of Southern Arizona for the Keeling Elementary School community.



We also want to thank the Food Bank for making a huge delivery to Prince Elementary and Amphi Middle School. The schools held a mobile food pantry event to distribute the food to families.



From Our Schools

It's Rodeo Week, and like many of our schools, Innovation Academy is finding ways to celebrate, even though the rodeo was canceled! These photos are from the kindergarten hoedown.





A friend of Painted Sky Elementary took this picture of the sunrise over the school on February 1. There's no question that the school's name is fitting!

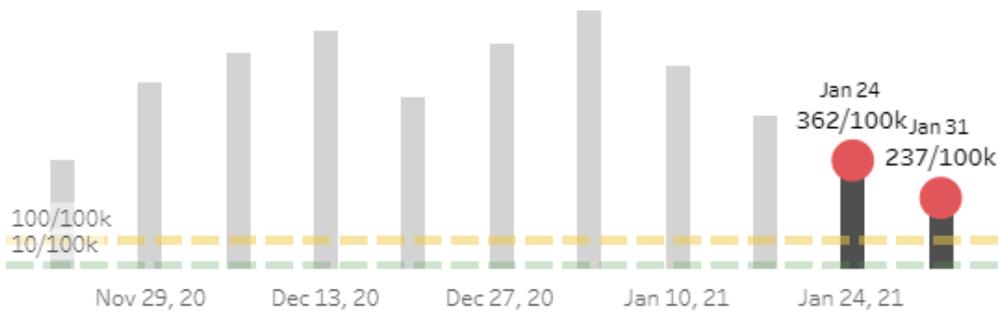
Update on Pandemic Conditions and February 15 Hybrid Reopening

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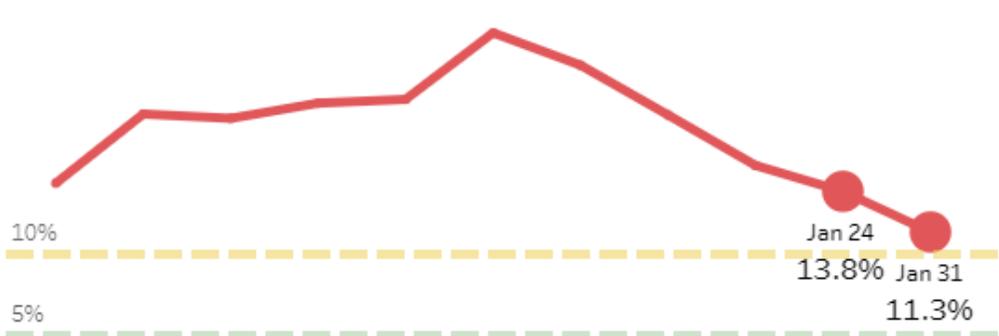




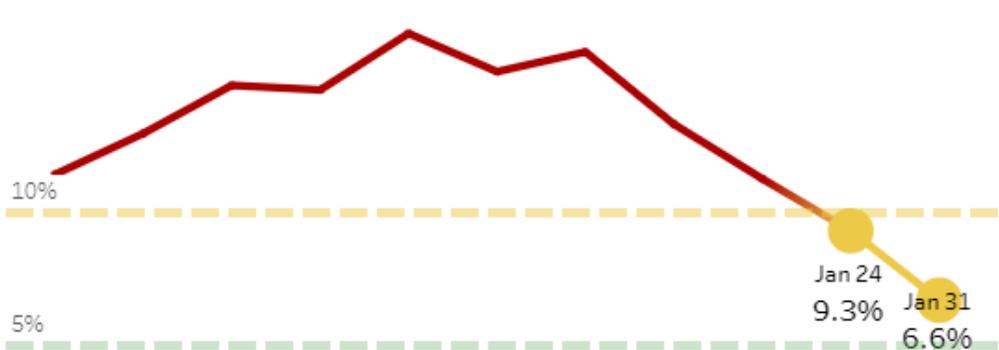
1) Cases per 100,000 individuals



2) Percent positivity



3) Hospital visits for COVID-like illnesses in the region



Cases per 100,000 of Pima County Population:

- January 3: 835
- January 10: 679
- January 17: 506
- January 24: 361
- January 31: 237
- Nov 22: 361
- Nov 29: 622
- Dec 6: 720
- Dec 13: 796
- Dec 20: 570

Percent Positivity

- January 3: 21.7%
- January 10: 18.6%
- January 17: 15.5%
- January 24: 13.8%
- January 31: 11.3%
- Nov 22: 14.3%
- Nov 29: 18.5%
- Dec 6: 18.2%
- Dec 13: 19.2%
- Dec 20: 19.4%

Hospital Visits for COVID Symptoms

- January 3: 14.8%
- January 10: 13.0%
- January 17: 10.6%
- January 24: 9.0%
- January 31: 6.6%
- Nov 22: 11.4%
- Nov 29: 12.9%
- Dec 6: 14.7%
- Dec 13: 14.6%
- Dec 20: 16.7%

Data released by PCHD as of 2-18-2021





Cases over two consecutive weeks (with complete reporting of cases)

Percent Positivity

COVID-19 like illness

Criteria not met	Progress	Criteria met

Lab Testing Availability and Utilization

Adequate hospital bed capacity to care for 2X the current COVID cases (+ surge) - Statewide

Sufficient Personal Protective Equipment (PPE) for Emergency Responders

Criteria not met	Progress	Criteria met

Timely case investigation

Testing of symptomatic contacts within 48 hours

Facilities/support for patients who can't be discharged home - Statewide

Criteria not met	Progress	Criteria met



Why We Reopened in Hybrid

- We have worked very closely with the Pima County Health Department.
- While county and state dashboards currently indicate that districts should remain in a remote setting, PCHD supports our move back to hybrid because of:
 1. our continuing work and consultation with them;
 2. our mitigation strategies and efforts;
 3. the low transmission rates within our schools and, generally, within all schools in Pima County;
 4. lower transmission rates within our general populations (zip codes); and
 5. the effectiveness of our case investigation and responses.
- Everyone agrees: children should be in school *to the extent possible*.
- More and more research: the “extent possible” is expanding.



Research is Supporting Reopening

- The metrics alone now only tell part of the story
- We know so much more now – constant evolution
- Last Time:
 - Shared CDC report regarding reopening's across the country.
 - Several studies reviewed – all showing that spread in schools is rare and is to be distinguished from community widespread.
 - Majority of school spread, nationally, is attributable to social gatherings and events outside of school settings, and school athletics.

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More Research is Supporting Reopening

Ohio Study by several universities and medical research organizations:

Looked at the question:

If a child in a supervised setting was in close contact (defined as within six feet for 15 minutes by CDC) to another child with COVID-19 and both children were wearing masks properly, did the close contact child need to stay at home to quarantine?

In other words: Does spread occur in known exposure situations when masking is implemented with fidelity in schools?

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More Research is Supporting Reopening

Ohio Study: Why look at the question at all?

- The need to quarantine some students is clear.
- The appropriate definition of a “close contact”, which determines who needs to be in quarantine, is less clear.
- In early 2020, the CDC established the close contact definition as a person that is within 6 feet of a person with diagnoses of COVID-19 for at least 15 minutes, regardless of mask usage by the case and contact.
- Since the close contact definition was established, mask usage has been widely recommended, implemented, and supported as effective in epidemiological studies.
- So, experiential data begged the question: *In settings where mask usage is high, and the masks are worn appropriately, can the definition of close contact be modified to account for appropriate mask usage by both the positive case and the contact?*



More Research is Supporting Reopening

Ohio Study:

- Nine (9) Ohio school districts throughout the state broadly participated in the study, and seven (7) participated in COVID-19 testing.
- Those schools were permitted to choose whether to have close contact children quarantine at home or be allowed to remain in school with regular testing.
- Two comparison groups were also included:
 - For all grade levels: comparison children were selected from the same grades as the close contacts (other class group).
 - And for elementary schools: *additional* comparison children were selected from children in the same class who were not close contacts (same class group).
- Close contact children were scheduled to be tested four times over two weeks (14 days). Comparison children were scheduled to be tested twice over two weeks. The test used was the Abbot Binax Now Ag test.
- The Binax Now test has published rates of sensitivity and specificity of 97.1% and 98.5%, respectively.



More Research is Supporting Reopening

Ohio Study Findings:

- 1,494 tests were performed on 727 children. Overall, 21 children had a positive test for COVID-19.
 - In the close contact children: 2.9% (15/524) had a positive test for COVID-19.
 - In the other class group 3.5% (6/172) children had a positive test.
 - In the same class group 0% (0/31) had a positive test.
 - The rate of COVID-19 in high schools was similar to the rate in elementary schools.
- In teacher surveys, about half of the teachers expressed concerns about changes in policies related to quarantining of children who were close contacts but wore a mask appropriately.
- Parent and student surveys identified considerable exposure of children outside of the home, such as extracurricular activities and friend groups. These exposures often occurred without mask usage.
- Qualitative interview data from school superintendents indicated an overriding theme of balancing education, student safety, and concerns relating to the pandemic's impact for equity issues, poverty, food insecurity, digital access, and neighborhood and parental dynamics.



More Research is Supporting Reopening

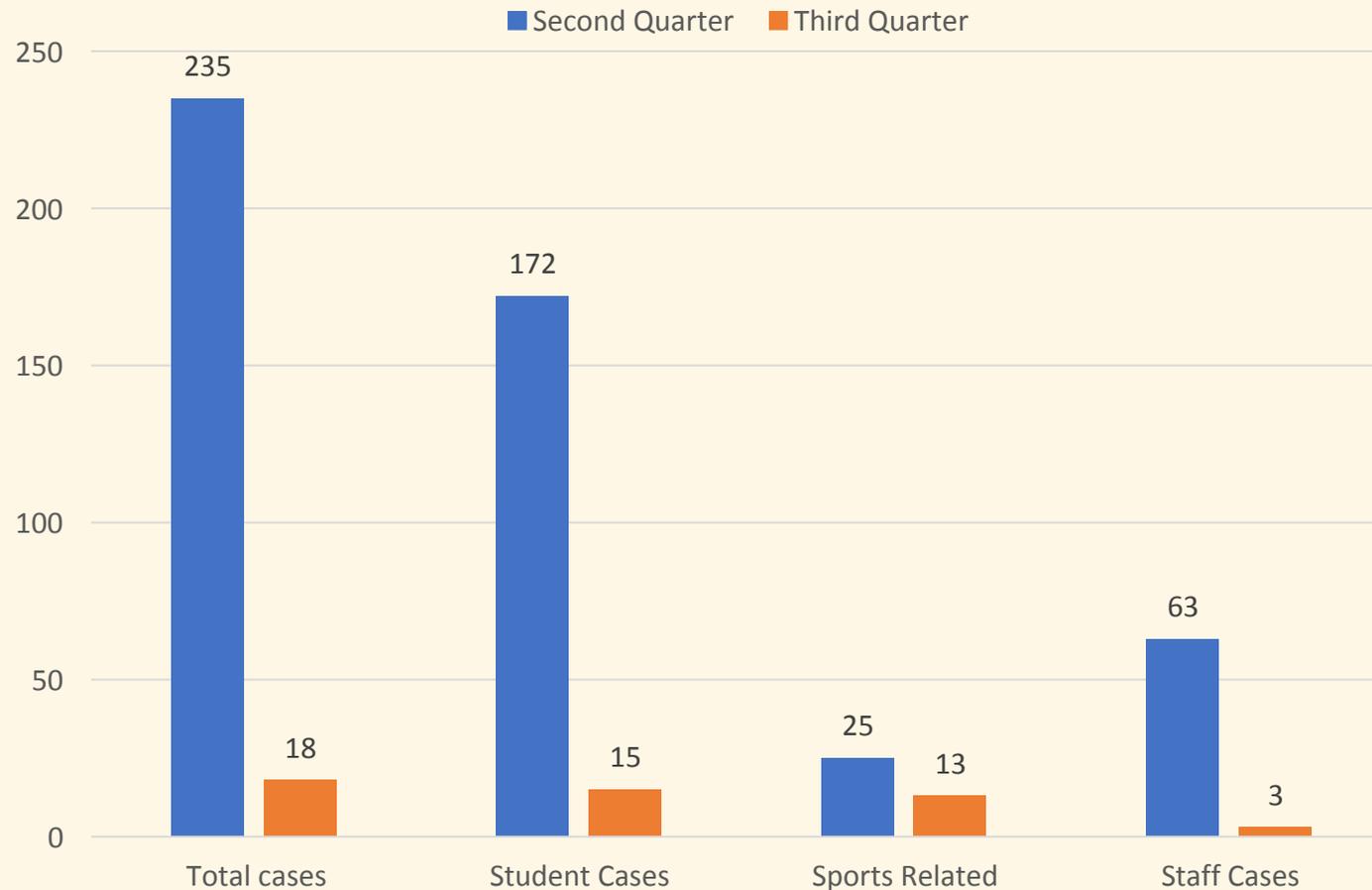
Ohio Study Implications:

- Children who were close contacts and appropriately masked had rates of COVID-19 positivity that were similar to children with no known COVID-19 exposure in school.
- The COVID-19 rate in the comparison group suggests exposure came from community transmission outside the school setting. The rate was consistent with the findings in the parent survey, which identified considerable exposure of children outside the home.
- The permitted alternative to quarantining could be done safely because of the mask and distancing protocols in the schools, combined with the testing program for close contact children.



Our Experience: Amphi COVID-19 Stats

Below is the data showing Amphitheater COVID-19 cases when the District was open in hybrid for the second quarter and the data thus far in the third quarter. **NONE** of these cases originated in our classrooms.



Our experience:

- Time and time again, students who have been close contacts only by virtue of being within six (6) feet of a positive case individual at school, and who have subsequently been quarantined, eventually returned to school from quarantine without ever becoming positive.
- Only three (3) cases of classroom spread have occurred in all of Pima County.
- Athletic events and social activities outside of school (among students *and* adults) remain significant factors in community spread, but no more than general community spread itself.
- There have been no confirmed cases of student to staff spread.

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Next Steps: New Testing Opportunities

- We have obtained CLIA Waiver to become an independent COVID-19 testing site.
- We are one of a handful of Arizona school districts provided the opportunity to implement Binax testing of staff and students in our schools.
- We are going to be exploring this option as an additional strategy to keep our students and staff safe while perhaps also expanding our capacity to expand our current learning model(s).

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Next Steps: Can We Reopen Further?

We remain committed to being guided by scientific and medical guidance, while also remaining determined to provide greater educational access and outcomes for our students to every extent possible.

Our Common Goal should therefore be to reopen in full in-person learning mode as soon as possible.

Our common question is how soon can we do that? Can we, for example, do so after Spring Break, on March 22, 2021?

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Next Steps: Factors in Reopening in Full Mode

- We are examining two different approaches: phased-in or all-student implementation of full reopening.
- If we do reopen more fully, we must continue to provide choices for families. But with limited resources, choices too must be limited. So, we will seek and consider input from our families and we will examine whether additional choices can be offered. Another survey will be sent to our families next week. Once families make a choice, we will need them to remain committed to their choice(s).
- Input from our staff: how to reopen more fully in a safe and effective manner. We will also be issuing a staff survey next week, as well as seeking other input from employee representative groups through focused and consultative processes.
- Any reopening will be contingent upon continuing fidelity in the implementation of our successful mitigation and contact tracing efforts.
- Continuing vaccination program progress for our staff.
- Consideration of relevant and crucial data: we need to see continued low rates of transmission in our schools, partnered with continuing declines in community wide metrics.
- Continuing support from the Pima County Health Department of our mitigation plan and its implementation.
- Compliance from our families, staff and students with our mitigation protocols.

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Questions and Comments?



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: February 23, 2021

TITLE: Approval of Appointment of Non-Administrative Personnel

BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of February 15, 2021.

RECOMMENDATION:

It is the recommendation of the Administration that the appointment(s) be approved as presented.

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent

Date: February 15, 2021

Todd A. Jaeger, J.D., Superintendent

2/23/2021

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Kanji	Alyshah	Teacher - Academic Intervention	CT	Walker Elementary			Rescind		
Ebeler	Teresa	Registrar - Middle School	CL	Wilson K-8 School	D	N/A	Replacement	Ms. Sullivan	
Gil Samaniego Val	Carlos	Groundskeeper I	CL	Facilities Support	D	N/A	Replacement	Mr. Spivey	
Handy	Daniel	Special Education Teaching Assistan	CL	Amphi High School	E	N/A	Replacement	Mr. Malis	

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*	2019-2020 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

02/23/2021
 GOVERNING BOARD MEETING
 APPOINTMENTS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Gottfredson	Shelly		CT		02/09/2021	
Pierce	Lauren		CT		02/10/2021	
Rellora	Amanda		CT		01/29/2021	
Roodvoets	Jessica		CT		02/11/2021	
Sellers	Sandra		CT		02/02/2021	
Swain	Eric		CT		01/29/2021	
Van Varenberg	Tineke		CT		01/29/2021	

AD Administrative
 PR Professional
 CT Certified
 CL Classified



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: February 23, 2021

TITLE: Approval of Personnel Changes

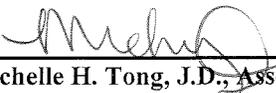
BACKGROUND:

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of February 15, 2021.

RECOMMENDATION:

It is the recommendation of the Administration that the personnel changes be approved as presented.

INITIATED BY:


Michelle H. Tong, J.D., Associate to the Superintendent

Date: February 15, 2021


Todd A. Jaeger, J.D., Superintendent

2/23/2021

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Marries	Jennifer	Counselor	CT-PR	Amphi Academy Online	Additional Position		N/A	
Marries	Jennifer	Counselor	CT-PR	Amphi Academy Online	Additional Position		N/A	
Alcaraz	Gabriel	Groundskeeper II	CL	Facilities Support	Promotion	G	+\$0.49	
Daigle	Seleste	Instructional Aide - Classroom	CL	Keeling Elementary	Transfer	B	N/A	
Enriquez Valencialgnacio		Groundskeeper II	CL	Facilities Support	Promotion	G	+\$0.49	
Folk	Corinne	Benefits Specialist	CL	Wetmore Center	Promotion	I	+\$1.53	
Garcia	Diana	Educational Assistant to the Elem	CL	Rio Vista Elementary	Promotion	F	+\$0.49	
Harmon	Abbey	Campus Monitor	CL	Prince Elementary	Transfer	A	N/A	
Harmon	Abbey	Clerk II	CL	Prince Elementary	Transfer	C	N/A	
Matthews	Jonathan	Groundskeeper II	CL	Facilities Support	Promotion	G	+\$0.49	
McCormick	Arnold	Groundskeeper II	CL	Facilities Support	Promotion	G	+\$0.49	
Beuthin	Kevin	Coach - Track Assistant HS	ADCT	Amphi High School	Addendum			\$1,200.00
Busby	Devon	Coach - Spiritleading Head Winte	ADCT	Ironwood Ridge High	Addendum			\$1,225.00
Howell	Luke	ADDN - Curriculum Development	ADCT	Ironwood Ridge High	Addendum			\$25.00 per hour
Kuhn	Brandon	Coach - Baseball Head HS	ADCT	Amphi High School	Addendum			\$3,000.00
Leitner	Andrea	Coach - Track Assistant HS	ADCT	Amphi High School	Addendum			\$1,200.00
Mc Carthy	Meagan	ADDN - Certified Tutor	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Mendivil	Jorge	Coach - Track Head HS	ADCT	Amphi High School	Addendum			\$3,000.00
Pincus	Mark	ADDN - Essential Recruit Stipend	ADCT	Ironwood Ridge High	Addendum			\$1,500.00
Pincus	Mark	Coach - HS Winter Interscholastic	ADCT	Ironwood Ridge High	Addendum			\$2,850.00

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*	2019-2020 School Year						ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend						ADCL	Addendum Classified
Added Duty	Employee working additional hours or days						ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position						CT-AD	Certified Administrative
Correction	Correction to contract						CT	Certified
Decrease FTE	Decrease in hours						CL-AD	Classified Administrative
Demotion	Voluntary demotion						CL	Classified
Extension	End date being extended						PR	Professional
Increase FTE	Increase in hours/contract						EL	Elementary
Promotion	Employee receiving a promotion to another position						MS	Middle School
Reassignment	Employee moving to another position at the direction of the administration						HS	High School
Status Change	Employee changing status (i.e. short term to career)							
Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Powell	Matthew	Coach - Equipment Technician W	ADCT	CDO High School	Addendum		\$1,850.00	
Rini	Kaitlyn	Coach - Spiritleading Head Winter	ADCT	Ironwood Ridge High	Addendum		\$1,225.00	
Rose	Stileda	Coach - Track Head HS	ADCT	Amphi High School	Addendum		\$3,000.00	
Scheel	Christopher	Coach - HS Spring Interscholastic	ADCT	Amphi High School	Addendum		\$1,425.00	
Thornburg	Ryan	Coach - Tennis Head HS	ADCT	Amphi High School	Addendum		\$2,600.00	
Valencia	Brian	Coach - Volleyball Assistant HS	ADCT	Amphi High School	Addendum		\$2,400.00	
Willis	John	Coach - Equipment Technician Sp	ADCT	Amphi High School	Addendum		\$1,850.00	
Willis	John	Coach - HS Spring Interscholastic	ADCT	Amphi High School	Addendum		\$1,425.00	
Barrera	Laura	ADDN - Extra Hours	ADCL	Holaway Elementary	Added Duty		\$12.15 per hour	
Watson	Laura	Coach - Softball Head HS	ADCL	Amphi High School	Addendum		\$3,000.00	

*	2019-2020 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Demotion	Voluntary demotion	CL	Classified
Extension	End date being extended	PR	Professional
Increase FTE	Increase in hours/contract	EL	Elementary
Promotion	Employee receiving a promotion to another position	MS	Middle School
Reassignment	Employee moving to another position at the direction of the administration	HS	High School
Status Change	Employee changing status (i.e. short term to career)		
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: February 23, 2021

TITLE: Approval of Leave(s) of Absence

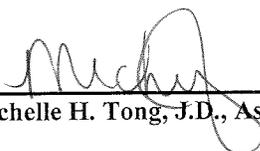
BACKGROUND:

Leave(s) of absence will be presented herein and are current as of February 15, 2021.

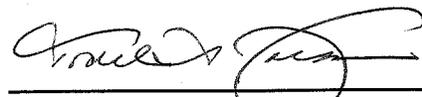
RECOMMENDATION:

It is the recommendation of the Administration that the leave request(s) be approved as presented.

INITIATED BY:


Michelle H. Tong, J.D., Associate to the Superintendent

Date: February 15, 2021


Todd A. Jaeger, J.D., Superintendent

2/23/2021

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Apodaca	Jason	Teacher - P. E.	CT	CDO High School	01/19/2021	Start Date
Floyd	Scott	Teacher - Spanish Language	CT	Coronado K-8 School	01/21/2021	Start Date
Sallee	Katherine	Teacher - Special Education Resou	CT	Harelson Elementary	02/16/2021	Start Date
Tarter	Kari	Teacher - Special Education Resou	CT	Rio Vista Elementary	01/22/2021	Start Date
Carbonneau	Alison	Food Service Nutritionist	CL-PR	Food Service Admin	04/05/2021	Start Date
Castro	Adrian	Assistant Manager of Transportatio	CL-PR	Transportation	01/05/2021	Start Date
Chavarria de Cen	Perla	Custodian I	CL	Prince Elementary	01/29/2021	Return Date
Kyser	Kristy	Campus Monitor	CL	Painted Sky Elementary	01/04/2021	Start Date
Martinez	Janitza	Crossing Guard	CL	Keeling Elementary	01/28/2021	Start Date
Rubio	Olga	Food Service Attendant I	CL	La Cima Middle School	02/01/2021	Start Date
Soto	Benjamin	Custodian I	CL	Amphi High School	01/25/2021	Start Date

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* 2019-2020 School Year
 CT-AD Certified Administrative
 CT Certified
 CL-AD Classified Administrative
 CL Classified
 PR Professional



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: February 23, 2021

TITLE: Approval of Separation(s) and Termination(s)

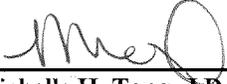
BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of February 22, 2021.

RECOMMENDATION:

It is the recommendation of the Administration that the resignation(s) or termination(s) be approved as presented.

INITIATED BY:


Michelle H. Tong, J.D., Associate to the Superintendent

Date: February 22, 2021


Todd A. Jaeger, J.D., Superintendent

2/23/2021

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Valenzuela	Julie	Principal	CT-AD	La Cima Middle School	06/30/2021	Retirement	
Dickson	Mary	Teacher - Stagecraft	CT	Ironwood Ridge High	05/21/2021	Resignation	
Dickson	Mary	Teacher - Drama	CT	Ironwood Ridge High	05/21/2021	Resignation	
Fife	John	Teacher - Government	CT	CDO High School	05/21/2021	Retirement	
Wieduwilt	Mitzi	Teacher - Earth Science	CT	CDO High School	05/21/2021	Retirement	
Willson	Patricia	Teacher - Cross Categorical	CT	Wilson K-8 School	05/21/2021	Resignation	
Yetman	Elethia	Teacher - Spanish Language	CT	CDO High School	05/21/2021	Retirement	Returning ESI
Castro	Adrian	Assistant Manager of Transp	CL-PR	Transportation	02/23/2021	Breach of Contract	
Escamilla De Gom	Amalia	Custodian I	CL	Prince Elementary	01/27/2021	Resignation	This position only
Funk	Emily	Special Education Teaching	CL	Painted Sky Elementary	01/26/2021	Resignation	
Harnesberry	Danese	Transportation Attendant	CL	Transportation	02/05/2021	Resignation	
Hillis	Teresa	Bilingual Office Assistant	CL	Wetmore Center	02/18/2021	Resignation	
Owen	Marjorie	Special Education Teaching	CL	Rillito Center	02/19/2021	Resignation	
Pina	Lisa	Security Specialist	CL	CDO High School	05/20/2021	Retirement	Returning ESI
Ramsower	Angela	Library Assistant	CL	Prince Elementary	02/12/2021	Dismissal	
Reskin	Mary	Special Education Teaching	CL	Coronado K-8 School	12/17/2020	Resignation	
Sheffer	Nenita	Cook III	CL	Ironwood Ridge High	02/02/2021	Retirement	
Torres	Jazul	Security Officer	CL	Amphi Middle School	02/09/2021	Resignation	
Trent	Starr	Computer Repair Technician	CL	Ironwood Ridge High	03/19/2021	Resignation	

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*	2019-2020 School Year	ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget	ADCL	Addendum Classified
Abandonment	Employee abandoned position	ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract	CT-AD	Certified Administrative
Dismissal	Employee terminated by the District	CT	Certified
Resignation	Employee resigning from the District	CL-AD	Classified Administrative
Retirement	Employee retiring from the District	CL	Classified
		PR	Professional

02/23/2021
GOVERNING BOARD MEETING
SEPARATIONS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Fraesdorf	Lori		CT		02/08/2021	
Thompson	Sheri		CT		02/08/2021	

AD Administrative
PR Professional
CT Certified
CL Classified



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: February 23, 2021

TITLE: Approval of Stipend for Coaching Volunteers

BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of February 15, 2021.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve payment of the listed stipend(s) for the identified coaching volunteers.

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent

Date: February 15, 2021

Todd A. Jaeger, J.D., Superintendent

2/23/2021

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Catalano	Tami	Coach - Spiritleading Assistant W	Ironwood Ridge High	Stipend	\$1,125.00
Frederick	Michael	Coach - Volleyball Head HS	Amphi High School	Stipend	\$3,000.00
Joiner	Ronald	Coach - Wrestling Assistant HS	Amphi High School	Stipend	\$608.00
Petersen	Claire	Coach - Spiritleading Assistant W	Ironwood Ridge High	Stipend	\$1,125.00
Reynolds	Samantha	Coach - Beach Volleyball - Assist:	Amphi High School	Stipend	\$2,400.00
Welch	Adam	Coach - Volleyball Head HS	Amphi High School	Stipend	\$3,000.00

* 2019-2020 School Year



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$766,597.68
(Final Total)

BACKGROUND:

A copy of the vouchers for goods and services received by Amphitheater Public Schools and recommended for payment has been provided to the Governing Board.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve payment of the vouchers as presented.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: February 22, 2021

Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Acceptance of Gifts

BACKGROUND:

Donations detailed on the attached listing have been received by the District.

RECOMMENDATION:

It is the recommendation of the Administration that the above gifts be accepted by the Governing Board.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: February 11, 2021

Todd A. Jaeger, J.D., Superintendent

Gift and Donation List		
Gifts and Donations	Exhibit	02-23-21
1 Coronet, case, stand, manuals, metronome	Lynne Hudson	Amphitheater High School
Ck in the amount \$200.00	David & Suzanne Ray	Keeling Elementary
Ck in the amount \$200.00	Joseph & Sandra Thompson	Keeling Elementary
Ck in the amount \$600.00	Fidelity Charitable	Donaldson Elementary
Ck in the amount \$600.00	Fidelity Charitable	Donaldson Elementary
Ck in the amount \$583.00	Fidelity Charitable	Donaldson Elementary
Art Supplies	Lois Wozniak	Ironwood Ridge High School
Hand Sanitizer	Fry's Food Stores	Other
Ck in the amount \$1,119.53	Copper Creek PTO	Copper Creek Elementary



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Receipt of January 2021 Report on School Auxiliary and Club Balances

BACKGROUND:

Arizona Revised Statutes §§15-1121 and 15-1125 provide for the operation of Student Activity and Auxiliary Operations funds respectively. The Uniform System of Financial Records for Arizona School Districts (USFR) outlines procedures to be followed by school districts in the disbursements of monies from either of these funds. One requirement for the operational compliance is to provide a report to the Governing Board summarizing the transactions for the month.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board receive the report of School Auxiliary and Club Balances.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: February 11, 2021

Todd A. Jaeger, J.D., Superintendent

**Amphitheater Public Schools
Summary of Activity for All Schools
Auxiliary Account
For the Month Ending January 31, 2021**

Beginning Balance	\$ 2,415,094.61
Plus Deposits	93,999.88
Less Disbursements	<u>(77,020.85)</u>
Ending Book Balance For All Schools	<u><u>\$2,432,073.64</u></u>
Outstanding Deposits	(118,101.87)
Outstanding Checks	<u>24,550.64</u>
Ending Bank Balance For All Schools	<u><u>\$2,338,522.41</u></u>

**Amphitheater Public Schools
Summary of Activity for All Schools
Student Activity Accounts
For Month Ending January 31, 2021**

Beginning Balance	\$669,962.79
Plus Deposits	4,655.70
Less Disbursements	<u>(36,635.37)</u>
Ending Book Balance For All Schools	<u><u>\$637,983.12</u></u>
Outstanding Deposits	\$ (2,385.00)
Outstanding Checks	<u>23,402.98</u>
Ending Bank Balance For All Schools	<u><u>\$659,001.10</u></u>

Amphitheater Public School District #10
Student Activity Account
Schedule of Club Balances
For Month Ending January 31, 2021
For Elementary/Middle Schools

Amphi Middle School

Student Gov't	\$3,280.39
AVID	\$668.79
Culture Exchange	\$1,146.07
MESA Club	148.06
NJHS	401.56
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,377.16
-Deposits in Transit/+Outstanding Checks	0.00
Amphi Middle School Total	<u>\$10,315.72</u>

Copper Creek Elementary

Student Council	\$946.14
Accelerated Reader Club	845.33
Turq. Times	32.38
-Deposits in Transit/+Outstanding Checks	1,371.86
Copper Creek Total	<u>\$3,195.71</u>

Coronado K-8 Schools

Elementary Student Council	\$4,773.12
Middle School Student Council	352.14
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	420.99
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	2,970.29
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	2,992.56
Wrestlers Club	871.70
-Deposits in Transit/+Outstanding Checks	253.00
Coronado Total	<u>\$22,931.12</u>

Cross Middle School

Student Council	\$7,365.11
6th Grade Club	282.15
Band Club	2,060.92
Choir Club	2,216.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	1,379.00
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	1,129.09
Tri-M Club	335.31
Web Club	1,443.59
-Deposits in Transit/+Outstanding Checks /ADJ	260.00
Cross Middle School Total	<u>\$27,586.03</u>

Amphitheater Public School District #10
Student Activity Account
Schedule of Club Balances
For Month Ending January 31, 2021
For Elementary/Middle Schools

Donaldson Elementary

Student Council	\$1,436.40
-Deposits in Transit/+Outstanding Checks	0.00
Donaldson Total	\$1,436.40

Harelson Elementary

Student Council	\$921.23
5th Grade Activities	125.36
Track	307.65
-Deposits in Transit/+Outstanding Checks	0.00
Harelson Total	\$1,354.24

Holaway Elementary

Student Council	\$856.24
-Deposits in Transit/+Outstanding Checks	0.00
Holaway Total	\$856.24

Innovation Academy

Student Council	\$676.72
Algebra Club	\$395.37
Entrepreneur Club	\$43.90
Odyssey of the Mind	\$3,287.47
-Deposits in Transit/+Outstanding Checks	\$0.00
Innovation Academy Total	\$4,403.46

Keeling Elementary

Student Council	\$930.71
-Deposits in Transit/+Outstanding Checks	0.00
Keeling Total	\$930.71

La Cima Middle School

Student Council	\$8,139.97
NJHS	1,108.00
-Deposits in Transit/+Outstanding Checks	0.00
La Cima Total	\$9,247.97

Mesa Verde Elementary

Student Council	\$3,946.90
-Deposits in Transit/+Outstanding Checks	247.00
Mesa Verde Total	\$4,193.90

Nash Elementary

Student Council	\$1,913.00
-Deposits in Transit/+Outstanding Checks	0.00
Nash Total	\$1,913.00

**Amphitheater Public School District #10
Student Activity Account
Schedule of Club Balances
For Month Ending January 31, 2021
For Elementary/Middle Schools**

Painted Sky Elementary

Student Council	\$2,628.26
Nature Shop	\$1,713.54
Orchestra	\$358.97
Band	\$184.45
Chorus	\$591.45
Milers	\$136.75
OM	\$951.79
Bagel & Books	\$42.80
Sign Language	\$87.00
Algebra	\$0.00
Yoga	\$169.00
NEHS	\$8.32
Garden Club	\$8.00
Sewing Club	\$3.05
Art Club	\$110.00
Sports Club	\$120.01
-Deposits in Transit/+Outstanding Checks	45.82
Painted Sky Total	<u>\$7,159.21</u>

Prince Elementary

Student Council	\$441.72
-Deposits in Transit/+Outstanding Checks	0.00
Prince Total	<u>\$441.72</u>

Rio Vista Elementary

Student Council	\$1,061.98
-Deposits in Transit/+Outstanding Checks	0.00
Rio Vista Total	<u>\$1,061.98</u>

Walker

Student Council	\$2,844.09
-Deposits in Transit/+Outstanding Checks	0.00
Walker Total	<u>\$2,844.09</u>

Wilson

Student Council	\$6,765.77
Algebra Club	473.77
Archery Club	354.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	693.39
GameMakers	210.00
MS Choir	2,660.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	989.26
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	3,985.54
-Deposits in Transit/+Outstanding Checks	280.00
Wilson Total	<u>\$24,957.75</u>

Amphitheater Public School District #10
Student Activity Account
Schedule of Club Balances
For Month Ending January 31, 2021
For Elementary/Middle Schools

Total K-8 Club Balances			<u>\$124,829.25</u>
		Plus: Outstanding Checks	\$0.00
		Less: Outstanding Deposits	-1,105.00
		Less: NSF/Bk Charges	0.00
		Bank Deposit Errors	<u>0.00</u>
		Bank Balance	<u>\$123,724.25</u>
		Sweep Account	\$ 123,724.25
			\$0.00

**Amphi High School
Student Activity Account
Schedule of Club Balances
For the Month Ending January 31, 2021**

1001 Student Council	\$ 9,073.80	1520 Media Club	1,223.37
1001-ICC Student Council - ICC	3,794.36	1560 National Honor Society	75.72
1035 Art Club	881.41	1590 Odyssey of the Mind	876.16
1070 Band Club	179.46	1600 Orchestra Club	1,006.17
1080 Baseball	1,336.95	1610 MESA Club	0.00
1085 Golf -Boys	0.00	1630 Panther Popcorn	3,346.04
1110 Basketball -Girls	1,106.41	1730 ASL Club	2,476.76
1113 Drama Club	823.55	1744 Auto Skills USA Amphi Chapter	1,143.60
1115 Choir Club	2,241.43	1745 Soccer -Boys	112.82
1120 AVID Club	389.16	1751 Solar Car Club	335.63
1128 Mt. Bike Club	533.26	1770 Softball Club	934.20
1145 AHS Chess Club-GOT	20.00	1780 Spanish Club	794.04
1172 Dance Club	77.43	1785 AHS Spiritlines	447.47
1180 Basketball -Boys	2,708.88	1787 Senior Class Club	0.00
1200 Panther Partners Club	3,281.60	1790 Cross Country Club	174.29
1223 Creative Writing Club	34.50	1795 Panthers Cross Country Club	33.13
1226 Early Childhood Club	135.85	1803 HOSA Club	987.28
1227 Yearbook Club	248.08	1830 Swim Club	1,360.37
1234 FFA Club	5,900.32	1835 Tennis -Girls	11.72
1235 FFA - Fair Checks	10,104.93	1840 Tennis -Boys	5.58
1240 Fut Comp Scientists of AHS	267.20	1850 Tech Theater Club	380.68
1245 French Club	2,090.70	1860 Trackers - Track & Field Club	88.38
1255 Photo Club	4,161.41	1900 Volleyball -Girls	1,763.31
1265 Equality Club	360.00	1905 Beach Volleyball	2,747.70
1280 Greenhouse Club	62.70	1950 Bookstore Over/Short	0.00
1290 Wrestling	422.45	1960 VEX Robotics	0.00
1300 Football Club	1,334.63		
1310 Inter Act Club	1,604.24		
1350 Volleyball -Boys	109.35		
1470 Soccer -Girls	116.76		
1480 Link Crew	\$ 1,218.69		

Amphi High School Total Clubs \$74,943.93

Plus: Outstanding Checks	1,642.61
Less: Outstanding Deposits (Inc CC's)	-132.00
NSF Checks/Void/Stale/Account Adj	0.00
Bank Balance	<u><u>\$76,454.54</u></u>

Sweep Account \$ 76,454.54

\$0.00

**Canyon Del Oro High School
Student Activity Account
Schedule of Club Balances
For the Month Ending January 31, 2021**

1001 Student Council	\$ 45,589.74	1400 HOSA-Bio Science	\$ 308.58
1020 Academic Decathlon	1,174.32	1420 IB Club	259.47
1031 Black Excellence Student Union	76.77	1470 Soccer -Girls	-
1034 AM Art Club	200.00	1472 Latino Student Union	7.68
1050 Amphi All-Stars Club/Special Olympics	392.84	1480 Link Crew	1,976.53
1060 Asian American Cultural Society	18.11	1530 Model Un	78.84
1070 Band Club	200.00	1560 National Honor Society	468.77
1081 Be Kind /Ben's Bell Club	465.64	1575 United Native Nations	-
1083 Biology Club	486.95	1590 Odyssey of the Mind	6,922.16
1084 Bowling Club	347.85	1600 Orchestra Club	3,309.55
1085 Golf -Boys	9,372.55	1640 Ping Pong	-
1110 Basketball -Girls	7,818.64	1650 Psychology Club	28.00
1113 Drama Club	4,471.53	1710 Math Club	205.72
1115 Choir	14,395.58	1740 Sign Language Club	3.67
1118 Engineering Club	843.85	1742 Senior Spirit Squad	621.96
1128 Mountain Bike	-	1743 Skills USA Architecture	3,128.56
1140 Chemistry Club	352.64	1744 Skills USA Autos	3,253.24
1145 Chess	-	1745 Soccer -Boys	2,327.60
1150 Culinary Arts/FCCLA	3,666.62	1755 Society	-
1155 Catering	10,948.74	1770 Softball Club	9,194.59
1172 Dance	4,910.86	1780 Spanish Club	841.23
1180 Basketball -Boys	2.66	1785 Spiritline/ Cheer	4,179.83
1200 Dream Team	4,161.85	1791 Cross Country	2,067.45
1220 Girls Who Code Club	-	1800 Sports Medicine- HOSA	859.73
1224 Entrepreneurship Club	203.00	1830 Swim Club	10,977.25
1225 Environmentalist Club	513.40	1835 Tennis -Girls	2,967.89
1226 Early Childhood	3,406.55	1840 Tennis -Boys	1,265.88
1227 Yearbook	3,035.46	1860 Track & Field Club	16,600.57
1230 FCA Club	7.00	1865 TRI-M Club	433.46
1245 French Club	126.76	1880 Unicycle	-
1255 Photography Club	2,894.51	1905 Beach Volleyball	365.00
1267 LGBTQ+	254.62	19401 Young Life	-
1270 German Club	353.95	1950 Bookstore Over/Short	-
1280 Golf -Girls	-		
1290 Wrestling	2,361.76		
1300 Football Club	16,366.92		
1345 Take-A-Hike Club	133.18		
1350 Volleyball -Boys	780.18		
		CDO High School Total Clubs	<u>\$212,988.24</u>
		Plus: Outstanding Checks	9,635.37
		Less: Outstanding Deposits Inc CCs	0.00
		Deposit Adjustment	-
		NSF Checks/Void/Stale/Account Adj	-
		Bank Balance	<u>\$222,623.61</u>
		Sweep Account	\$222,623.61
			\$0.00

**Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending January 31, 2021**

1001 Student Council	\$ 31,330.60	1470 Soccer -Girls	5,680.48
1035 Art Club	2,320.43	1515 Musical Club	14,320.62
1036 Van Gogh's Ear	96.85	1530 Model UN	2,270.86
1040 Photography/Skills USA	-	1540 Trash Club	-
1070 Band Club	1,324.01	1560 National Honor Society	3,909.96
1075 Cares for Kids	212.37	1590 Odyssey of the Mind	-
1080 Baseball	-	1595 Japanese	268.87
1085 Golf -Boys	205.46	1600 Orchestra Club	4,568.00
1090 National Diversity	-	1630 Journalism	8,549.70
1110 Basketball -Girls	1,493.58	1700 Club Green	1,047.69
1113 Drama	14,803.74	1720 Athletic Club	11.14
1115 Choir	3,697.35	1745 Soccer -Boys	1,031.21
1140 Chemistry	329.00	1750 Robotics Club	3,195.73
1146 Political Action	304.00	1770 Softball Club	230.01
1150 Culinary Arts	1,212.57	1780 Spanish Club	46.00
1172 Pomline	4,689.91	1785 Spirit-Cheer Club	3,250.37
1180 Basketball -Boys	577.98	1790 Cross Country	1,179.79
1203 Pop till you Drop	1,209.30	1800 Sports Medicine	280.00
1215 Animal Club	-	1830 Swim Club	2,898.28
1227 Yearbook	14,615.43	1835 Tennis -Girls	300.76
1230 FCA-Fellowship Christian Ath	-	1840 Tennis -Boys	1,756.62
1245 French	1,325.40	1850 Tech Theater Club	2,695.30
1255 Film	1,301.93	1860 Track & Field Club	1,362.81
1260 Gaming	107.95	1900 Volleyball -Girls	15,663.28
1265 Q Club	304.57	1905 Beach Volleyball	23,850.64
1275 Golf -Girls	51.33	1910 So. AZ Veterans Heritage Club	1,547.91
1285 History/Travel	1,130.69	1940 Young Life	15.00
1290 Wrestling	753.12	1950 Bookstore Over/Short	-
1300 Football	31,577.44		
1340 Peer Support	-		
1350 Volleyball -Boys	5,751.74		
1400 HOSA-Bio Science Club	3,409.15		
1430 Key Club	1,154.77		

IRHS School Total Clubs \$225,221.70

Plus: Outstanding Checks 12,125.00

Less: Outstanding Deposits (Inc CC's) -1,148.00

NSF Checks/Void/Stale/Account Adj 0.00

Deposit Error/Adjustments 0.00

Bank Balance \$236,198.70

Sweep Account \$236,198.70

\$0.00



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Approval of Revisions to Governing Board Policies Developed through the Meet and Confer Process:
Policy GCQA (Professional Staff Reduction in Force);
Regulation GCQA-R (Professional Staff Reduction in Force);
Exhibit GCQA-E (Reduction in Force Staff Profile Form).

BACKGROUND:

On February 9, 2021, the Governing Board reviewed proposed revisions to the Governing Board Policy documents listed above. The policies and regulations are now presented for the Board's approval.

RECOMMENDATION:

These policy revisions are presented for the Board's approval, which the Administration recommends.

INITIATED BY:

Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: February 15, 2021

Todd A. Jaeger, J.D., Superintendent

GCQA PROFESSIONAL STAFF REDUCTION IN FORCE

(Meet and Confer Recommendation)

When a reduction in force of certificated staff is necessary, the Superintendent shall equitably administer procedures to determine those staff members who will be affected. Those procedures shall be clear, transparent, and based on objective criteria that honor a staff member's body of work and due process rights.

Reduction in Force Defined

A Reduction in Force is defined as a decrease in the number of certificated staff due to declining District enrollment, changes in course registration, state or federal budget reductions or for other reasons as determined by the Governing Board.

Guidelines for Implementation

It shall be the policy of the District to first attempt to make such reductions through normal factors of attrition such as resignation, retirement, and termination of short-term contracts. The Superintendent shall first consider site and District programmatic needs, and then, the following order shall be used in determining the certificated personnel to be affected by the reduction in force:

- Certificated staff under contract to the district through third party organizations;
- Certificated staff who have previously retired and have returned to the district under a retiree contract;
- Staff who are not appropriately certificated, or, when applicable, highly qualified for the needed content area(s).

In the event the above actions do not reach the required reduction of positions, further reduction will be made using the following criteria (after taking into account District programmatic needs) to evaluate a teacher's body of work and determine those staff members with the lowest composite scores:

- Disciplinary action (Letters of Reprimand and Suspensions without Pay Only)
- Performance as determined by formal evaluation ([teacher evaluations shall include student achievement as required by Arizona state statute](#))
- Certifications

- Experience
- Professional development
- Attendance
- Leadership
- ~~Student achievement~~

GCQA PROFESSIONAL STAFF REDUCTION IN FORCE

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- Certifications

- Experience
- Professional development
- Leadership

GCQA-R

REGULATION

PROFESSIONAL STAFF REDUCTION IN FORCE

(Meet and Confer Recommendation)

This regulation establishes the process and procedures for implementation of a reduction in force ("RIF") for certificated and other professional staff in order to effectuate economies in the operation of the district or to improve the efficient conduct and administration of District schools and programs.

Definition of Reduction in Force

For purposes of this regulation, a RIF is defined as a decrease in the number of certificated and/or professional staff positions. A RIF may occur in situations which include, but are not limited to, the following:

- A. Decreases in student enrollment or reduced student demand for or participation in programs or activities;
- B. Decreases in revenue due to:
 - 1. decreased student enrollment;
 - 2. loss or reduction of tax revenues;
 - 3. reduction of state, local, or federal financial support; or
 - 4. reduction in the value of revenues received or significant increasing costs of operation due to inflation;
- C. Changes in the educational program of the District;
- D. Consolidation or de-consolidation involving the District;
- E. Court orders;
- F. Legislative mandates; or
- G. Unanticipated financial or programmatic exigencies identified by the Superintendent which warrant initiation of a RIF process.

Initiation of Reduction in Force Plan

Where the Superintendent determines that the fiscal and other considerations described above necessitate a reduction in force, the Associate to the Superintendent will prepare a Reduction in Force Plan (“the Plan”) for presentation to the Board. The Plan shall focus upon the total educational program of the district and how it may be modified to reduce costs, programs and personnel while still providing the educational program required of school districts and meeting the particular educational needs of the students of the District. Where circumstances warrant, the Plan may focus on particular programs, departments, school sites, content areas or activities if the cause(s) for the RIF predominately impact(s) limited aspects of the educational program.

The Plan shall include, but need not be limited to, the following:

- A. A detailed description of the cause(s) necessitating a RIF;
- B. A description of other measures, if any, already implemented to avoid or minimize a RIF (e.g. reduction by attrition, district initiated transfers, etc.);
- C. A designation of the part(s) of the total educational program or particular program or activity in which the RIF is unnecessary and the number of positions to be reduced in each program or activity; and
- D. A timetable for the implementation of the RIF.

Following Governing Board approval of the Plan, it shall be made available to all staff and the public through posting on the District’s website.

Personnel Study Based upon Staff Profiles

If a RIF plan is adopted by the Board, the Human Resources Department shall perform a study of the District's personnel to determine those staff members who must be wholly or partially discharged in order to implement the plan. In performing the study, the Human Resources Department shall utilize a Staff Profile Form (“the Profile form”) which will include a point scale using the following criteria:

- A. The employee’s disciplinary history (letters of reprimand and suspensions without pay) within the three (3) calendar years preceding the date of the Governing Board’s approval of the Plan;
- B. the employee’s evaluations for the two (2) preceding school years (as applicable), [with the understanding that A.R.S. § 15-537 requires teacher evaluations to include quantitative data on the academic progress for all students that accounts for between twenty percent and thirty-three percent of the evaluation outcomes;](#)

C. the employee's certification(s) **ADE-approved area(s)/endorsement(s) and highly qualified status** for grade levels and/or content areas in which the employee is willing to be employed;

D. the employee's previous (prior to the fiscal year in which the Plan is implemented) professional experience both within and outside of Arizona;

E. the professional growth activities ~~(to be implemented in the 2011-2012 academic year)~~;

F. the employee's acceptance of and service in leadership roles **and service hours that benefit the school and/or District** ~~(to be implemented in the 2011/2012 academic year)~~;

~~G. the employee's work attendance history, with no penalty for utilization of approved Family Medical Leave or other approved District leaves of absence;~~

~~H. the student achievement data for the employee's students for the two (2) preceding school years (where available and applicable).~~

The Profile Form will only be completed by personnel in those schools, departments, or programs where a RIF is necessary. The Human Resources Department will ensure that staff members have opportunity for input into the data contained on their Profile Form and that staff members receive a copy of their finalized Profile Form.

Requests for Review and Revision of Staff Profiles

An employee may request review and revision of the employee's Finalized Profile Form by delivering a written request to the Associate to the Superintendent on or before 5:00 p.m. of the third (3rd) business day following the employee's receipt of the Finalized Profile Form from Human Resources. The request for review must specifically explain the element or elements of the Profile believed to be erroneous.

A request for revision of Staff Profiles will be reviewed and determined by the Associate to the Superintendent or designee within two (2) business days of receiving the request. The Associate to the Superintendent or designee may conduct a meeting with the staff member before rendering a decision or may make a determination on the basis of the written materials. The decision will be in writing.

Application of RIF Using Staff Profile Data

If reduction of staff within a site, department or program is still required after first taking into account all factors of attrition, staff members from the affected site, department or program will be selected for the RIF based upon Staff Profile data. The selection shall be based upon the total point values on the staff profile

form, lowest to highest, unless the consequence of such action would have a serious and detrimental effect on the total educational program. In such event, a staff member with a higher point total on the staff profile form may be selected for RIF, provided the principal or other supervisor submits written justification that such action is in the best interests of the district, school or program. The written justification and Staff Profile forms for the personnel involved shall be available for review by the person identified for RIF.

Staff selected for RIF shall be notified of their RIF status within five (5) working days and shall be provided notice of the effective date of the RIF.

Transfer or Reassignment

Following a staff member's selection for a RIF, but prior to the effective date of the RIF, the staff member will be eligible for placement in positions which become available in other schools, departments or programs for which the staff member is highly qualified. Staff members will be placed in positions for which they are highly qualified based upon their total point values as shown on the staff profile form which led to their selection for RIF.

Where more than one (1) staff member who has been selected for RIF is ~~highly~~ **appropriately certified** ~~qualified~~ for the same position, the staff member with the highest point value shall be offered the position first. Where multiple staff members are **appropriately certified** ~~highly-qualified~~ for a position and share common total point values under the staff profile form, placement into the vacant position shall be determined through an interview and selection process.

A staff member who has been selected is responsible for keeping the Human Resources Department informed of his or her current contact information. If the District offers a position to a staff member and the staff member declines or fails to accept the position offer within three (3) working days, the District will have no further obligation to offer the staff member placement in any other positions, but the staff member may apply for and will be considered for additional positions.

Recall of Staff Affected by RIF

For a period of three (3) years after the effective date of the RIF of any staff member pursuant to this regulation, the District shall offer to such person any position(s) which becomes available for which such person is licensed and qualified, provided that such person has complied with the requirements specified below.

- A. Every person affected by RIF under this policy who wishes to be considered for recall must file with the Superintendent, within thirty (30) days after the effective date of the RIF, a written statement indicating a desire to be considered for recall and providing an address at which the person may be contacted. Such person must notify the Superintendent of any change in

address within ten (10) days after changing residences in order to insure proper notification in the event of a recall.

B. In the event that more than one interested person who was subject to a previous RIF is highly qualified for a position(s), the persons shall be recalled based upon their relative total point values as determined by the Staff Profile Form completed at the time of their RIF, in order of highest to lowest points.

C. Any person selected for recall hereunder shall receive written notification of the recall, by certified mail, at the address they last provided to the District. The recalled person must accept the position offered through recall in writing. Such acceptance must be received in the Superintendent's office within seven (7) calendar days after mailing of the recall notice to the person. Rejection of the offer, or failure to timely respond, shall result in forfeiture by the recalled person of any further recall rights. Thereafter, an offer of recall will be made to the next person qualified to be recalled, or if there is none, the position will be filled by another qualified applicant.

D. Any person recalled pursuant to this policy shall have all accrued but unpaid sick leave restored and be given credit for all years of previously credited service for salary purposes.

E. After the three (3)-year recall period has expired, any person discharged or terminated under this policy shall no longer have any right to be recalled. Such persons who wish to be re-employed thereafter shall file applications for employment and will be treated as would any other applicant for a vacant position.

Requirement of Recent Experience for Transfer/Reassignment or Recall

For purposes of this regulation, if the staff member affected by a RIF has not actually had experience in the other position which is vacant during any part of the preceding five (5) school years, the staff member shall not be considered qualified for transfer or reassignment to the other position.

GCQA-R

REGULATION

PROFESSIONAL STAFF REDUCTION IN FORCE

(Meet and Confer Recommendation)

This regulation establishes the process and procedures for implementation of a reduction in force ("RIF") for certificated and other professional staff in order to effectuate economies in the operation of the district or to improve the efficient conduct and administration of District schools and programs.

Definition of Reduction in Force

For purposes of this regulation, a RIF is defined as a decrease in the number of certificated and/or professional staff positions. A RIF may occur in situations which include, but are not limited to, the following:

- A. Decreases in student enrollment or reduced student demand for or participation in programs or activities;
- B. Decreases in revenue due to:
 - 1. decreased student enrollment;
 - 2. loss or reduction of tax revenues;
 - 3. reduction of state, local, or federal financial support; or
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- C. Changes in the educational program of the District;
- D. Consolidation or de-consolidation involving the District;
- E. Court orders;
- F. Legislative mandates; or
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Where the Superintendent determines that the fiscal and other considerations described above necessitate a reduction in force, the Associate to the Superintendent will prepare a Reduction in Force Plan (“the Plan”) for presentation to the Board. The Plan shall focus upon the total educational program of the district and how it may be modified to reduce costs, programs and personnel while still providing the educational program required of school districts and meeting the particular educational needs of the students of the District. Where circumstances warrant, the Plan may focus on particular programs, departments, school sites, content areas or activities if the cause(s) for the RIF predominately impact(s) limited aspects of the educational program.

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Following Governing Board approval of the Plan, it shall be made available to all staff and the public through posting on the District’s website.

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- B. the employee’s evaluations for the two (2) preceding school years (as applicable), with the understanding that A.R.S. § 15-537 requires teacher evaluations to include quantitative data on the academic progress for all students that accounts for between twenty percent and thirty-three percent of the evaluation outcomes;

- C. the employee's certification(s) ADE-approved area(s)/endorsement(s) for grade levels and/or content areas in which the employee is willing to be employed;
- D. the employee's previous (prior to the fiscal year in which the Plan is implemented) professional experience both within and outside of Arizona;
- E. the professional growth activities;
- F. the employee's acceptance of and service in leadership roles and service hours that benefit the school and/or District.

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A. Every person affected by RIF under this policy who wishes to be considered for recall must file with the Superintendent, within thirty (30) days after the effective date of the RIF, a written statement indicating a desire to be considered for recall and providing an address at which the person may be contacted. Such person must notify the Superintendent of any change in address within ten (10) days after changing residences in order to insure proper notification in the event of a recall.

B. In the event that more than one interested person who was subject to a previous RIF is highly qualified for a position(s), the persons shall be recalled based upon their relative total point values as determined by the Staff Profile Form completed at the time of their RIF, in order of highest to lowest points.

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GCQA-E

EXHIBIT

**PROFESSIONAL STAFF
REDUCTION IN FORCE**

REDUCTION IN FORCE STAFF PROFILE FORM

Name: _____ Site: _____ Fiscal Year: _____
(Please print)

Principal HR
Verification Verification

Section 1: Evaluation (Maximum 60 Points)

As required by A.R.S. § 15-537, teacher evaluations include the use of quantitative data on the academic progress for all students, which shall account for between twenty percent and thirty-three percent of the evaluation outcomes. There are four performance classifications in a teacher evaluation: highly effective (4), effective (3), developing (2), and ineffective (1). Certificated employee evaluations similarly use a 4-3-2-1 rating system.

Place a checkmark to indicate your rating from your final evaluation for each of the last two years. If you have not had two final, year-end evaluations, include ratings from the last two evaluations. If you have only had one evaluation at Amphitheater Public Schools to date, provide the data from that single evaluation in Column A. List the date of each evaluation.

Column A	Column B
Most Recent Final Evaluation Year:	Next Most Recent Final Evaluation Year:
Circle Evaluation Rating Received That Year 4 or Highly Effective - (4 points) 3 or Effective - (3 points) 2 or Developing - (2 points) 1 or Ineffective - (1 point)	Circle Evaluation Rating Received That Year 4 or Highly Effective - (4 points) 3 or Effective - (3 points) 2 or Developing - (2 points) 1 or Ineffective - (1 point)
Multiply Evaluation Rating Points Identified for Column A x 7.5:	Multiply Evaluation Rating Points Identified for Column B x 7.5:

Total Calculated Section 1 Points (Column A + Column B): _____

(Princ.) (HR)

Section 2: Certification (Maximum 30 Points)

- Please place a checkmark in the appropriate blank below to indicate the *certifications you possess in which you would be willing to accept a teaching assignment.*

_____ 6 points if elementary or early childhood certification
 _____ 3 points if elementary certification AND you are including a middle grades (5-9) ADE approved-area/endorsement
 _____ 3 points if secondary certified

Tabulate total points to calculate "Certification Points" here: _____

- Please list the ADE-approved area(s)/endorsement(s) you hold in which you would be willing to accept a teaching assignment (include content areas and professional endorsements.) (Attach additional page if needed.)

Multiply number of ADE-approved area(s)/endorsement(s) listed _____ x 3 to calculate "Endorsement Points" here: _____

- Check if you have the following advanced degrees or certification:
 ___ National Board Certification
 ___ Master's Degree in education or your teaching content area
 ___ Doctoral Degree in education or your teaching content area

Multiply number of checks _____ x 3 to calculate "Advanced Points" here: _____

Total Calculated Section 2 Points (Certification Points + Endorsement Points + Advanced Points): _____

Section 3: Teaching Experience (Maximum 40 Points)

Circle the appropriate points corresponding to your years of experience in each category below:

Experience in your current program/content area	Points	Total Teaching Experience	Points
1-3 years	1 pt	1-3 years	1 pt
4-6 years	2 pts	4-6 years	2 pts
7-9 years	3 pts	7-9 years	3 pts
10-12 years	4 pts	10-12 years	4 pts
13-15 years	5 pts	13-15 years	5 pts
16-18 years	6 pts	16-18 years	6 pts
19-21 years	7 pts	19-21 years	7 pts
>21 years	8 pts	>21 years	8 pts
Multiply points by specified weights:	X3= _____		X2= _____
Total Points (Sum of weighted points from both columns):			

Note: If you taught in another content area at your current school site in the last three school years, you may complete an additional form for that content area for consideration of retention/placement in that content area.

Total Calculated Section 3 Points: _____

(Princ.) (HR)

Section 4: Professional Growth Activities (Maximum 40 Points: 1 hour = 1 point)

Employee may provide documentation of professional development hours during the past 3 years to receive credit per hour of documented professional development time. A maximum credit will be given for 40 hours.

Total Calculated Section 4 Points: _____

(Princ.) (HR)

Section 5: Leadership Roles and Service (Maximum 40 Points: 1 hour = 1 point)

Employee may list hours in a leadership role and/or service that benefit the school or District during the past 3 years. Service hours should be outside of contracted duties; however, addendum hours may be included. Site Administrator will verify information given by employee.

Total Calculated Section 5 Points: _____

(Princ.)

Section 6: Disciplinary Action* (Maximum 25 Points)

*Refers ONLY to written reprimands and suspensions without pay received by employee

Begin with 25 total possible points for this section: 25
 Subtract the number of reprimands in last three years x 8 points: _____ x 8 = - _____
 Subtract the number of suspensions in last three years x 25 points: _____ x 25 = - _____

Total Calculated Section 6 Points: _____
(No less than 0)

(Princ.) (HR)

Final Total of Points from All Sections Above: _____

I attest that the information I have provided above is accurate and complete.

Signature of Teacher/Professional completing this form

Date 71



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Approval District Calendar for School Year 2022-2023

BACKGROUND:

The District's school year calendar for School Year 2022-2023 was reviewed at the February 9, 2021 Board meeting.

That calendar is submitted now for Board approval.

RECOMMENDATION:

This item is presented for the Board's approval, which the Administration recommends.

INITIATED BY:


Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: February 15, 2021


Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER PUBLIC SCHOOLS CALENDAR 2022-2023 SCHOOL YEAR

July '22

SUN	MON	TUES	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August '22

SUN	MON	TUES	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September '22

SUN	MON	TUES	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October '22

SUN	MON	TUES	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November '22

SUN	MON	TUES	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December '22

SUN	MON	TUES	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January '23

SUN	MON	TUES	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February '23

SUN	MON	TUES	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March '23

SUN	MON	TUES	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April '23

SUN	MON	TUES	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May '23

SUN	MON	TUES	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June '23

SUN	MON	TUES	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

School Holidays	
September 5	Labor Day
October 10 - 14	Fall Intersession
November 11	Veterans' Day
November 24 - 25	Thanksgiving
Dec 19 - Dec 30	Winter Break
January 16	Martin Luther King Day
February 23 - 24	Rodeo Break
March 13 - 17	Spring Intersession

- School Days
- School Holidays (district offices open)
- District Holidays
- Teacher Planning Day
- All/Returning Teachers Planning Days
- New Teacher Planning Days

Grading Periods		
1st	Aug 4 - Oct 7	46 days
2nd	Oct 17 - Dec 15	41 days
3rd	Jan 2 - Mar 10	47 days
4th	Mar 20 - May 18	44 days
Total		178 days

Important Dates for Staff	
July 4	Independence Day (celebrated)
July 27	New Teachers First Day
Aug 1	Returning Teachers First Day
Dec 21-23, 29-30	Winter Holidays
March 15 - 17	Spring Break
May 29	Memorial Day



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Approval of Textbooks for Display

BACKGROUND:

A committee of over sixty district teachers and administrators have reviewed multiple textbook series for English Language Arts for students in grades K-12 (RFP #1-21-2021 K-12 ELA Curriculum Adoption). The committee has recommended the following textbook series for the required 60 day display period:

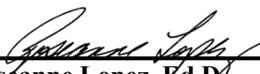
Houghton Mifflin Harcourt, Into Reading, K-5, Copyright 2020
Houghton Mifflin Harcourt, Into Literature, 6-12, Copyright 2020

These materials are offered by the publisher in both print and online formats with extensive teacher and student resources. Each school will receive an appropriate set of grade level materials for public display beginning February 24, 2021. One set of materials is available at Wetmore Center in the Leadership and Professional Development Center for public viewing. A public notice will be posted following this meeting upon approval.

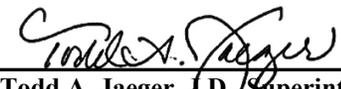
RECOMMENDATION:

It is the recommendation of the administration that the Governing Board approve the textbooks listed above for a sixty (60) day display period beginning February 24, 2021 and ending April 24, 2021.

INITIATED BY:


Roséanne Lopez, Ed.D.
Associate Superintendent for Elementary Education K-5

Date: February 12, 2021


Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: R.I.S.E. Program Addendum

BACKGROUND:

The Amphitheater School District's Recovery, Intervention, Support, Enrichment (R.I.S.E.) Program was developed to assist students who failed a Core Content Course in the Fall 2020 semester or who were unable to complete/participate in Amphitheater's Summer School Program.

The program will utilize Edgenuity's courses as the credit recovery curriculum. Students will be required to attend in person to ensure they are personally supported in their efforts. Classes will be facilitated by appropriately certified teachers who will monitor progress, assist, support, and provide interventions, as necessary. To support students and ensure teachers can deliver necessary interventions, optimal section sizes would be limited to **15 students per section** (*minimum number of students necessary to run a section is 10*).

The program will run after school on Wednesdays and on Saturdays from March 3, 2021 through May 1, 2021 with each site requiring between four and eight teachers. An Administrative Designee, who will also be teaching, will be appointed to supervise on Saturdays for each site.

Administration is proposing an \$1,800.00 addendum for the teaching positions with a \$400.00 addendum given to the Administrative Designee position.

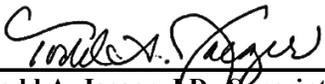
RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve the R.I.S.E. Program addendum to compensate staff in the program.

INITIATED BY:


Michael Bejarano
Associate Superintendent for Secondary Education

Date: February 22, 2021


Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 1 Hot Water Leak Repair

BACKGROUND:

On February 9, 2021 the District submitted a School Facilities Board (SFB) Grant request to repair the Central Plant 1 hot water line leak at Amphitheater High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on February 10, 2021 in the amount of \$15,095.61.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00643

Grant Amount: \$15,095.61

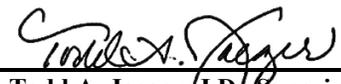
RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00643 in the amount of \$15,095.61 to repair the Central Plant 1 hot water line leak at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:


Jim Burns, Executive Manager, Operational Support

Date: February 15, 2021


Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

3. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

3.3 UNFORESEEN CONDITIONS

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

9. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: **Approval of School Facilities Board (SFB) Grant for Amphitheater High School
Central Plant 2 Hot Water Leak Repair**

BACKGROUND:

On February 9, 2021 the District submitted a School Facilities Board (SFB) Grant request to repair the Central Plant 2 hot water line leak at Amphitheater High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on February 10, 2021 in the amount of \$26,820.15.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00642

Grant Amount: \$26,820.15

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00642 in the amount of \$26,820.15 to repair the Central Plant 2 hot water line leak at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:



Jim Burns, Executive Manager, Operational Support

Date: February 15, 2021



Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

3. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

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contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

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3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

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4. REPORTING REQUIREMENTS

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The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

9. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for Canyon del Oro High School Main Plant Cooling Tower Pump Rebuild

BACKGROUND:

On February 10, 2021 the District submitted a School Facilities Board (SFB) Grant request to rebuild the Main Plant cooling tower pump at Canyon del Oro High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on February 12, 2021 in the amount of \$3,188.90.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00667

Grant Amount: \$3,188.90

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00667 in the amount of \$3,188.90 to rebuild the Main Plant cooling tower pump at Canyon del Oro High School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Jim Burns, Executive Manager, Operational Support

Date: February 15, 2021

Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

3. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

3.3 UNFORESEEN CONDITIONS

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

9. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for Winifred Harelson Elementary School Funhouse Weatherization Design

BACKGROUND:

On December 22, 2020 the District submitted a School Facilities Board (SFB) Grant request for the Weatherization Design on the Funhouse at Winifred Harelson Elementary School. The SFB has approved this grant request during the regularly scheduled SFB meeting of February 3, 2021 in the amount of \$9,890.00.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

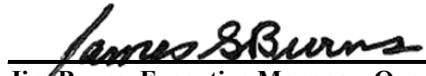
Grant Number: BRG-DSGN-00215

Grant Amount: \$9,890.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number BRG-DSGN-00215 in the amount of \$9,890.00 for the Weatherization Design on the Funhouse at Winifred Harelson Elementary School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:


Jim Burns, Executive Manager, Operational Support

Date: February 15, 2021


Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

3. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

3.3 UNFORESEEN CONDITIONS

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

9. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for Frances Owen Holaway Elementary School HVAC Controls Repair

BACKGROUND:

On February 5, 2021 the District submitted a School Facilities Board (SFB) Grant request to repair the HVAC controls at Frances Owen Holaway Elementary School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on February 9, 2021 in the amount of \$2,812.15.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00638

Grant Amount: \$2,812.15

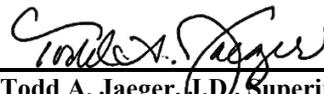
RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00638 in the amount of \$2,812.15 to repair the HVAC controls at Frances Owen Holaway Elementary School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:


Jim Burns, Executive Manager, Operational Support

Date: February 15, 2021


Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

3. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

3.3 UNFORESEEN CONDITIONS

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

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Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

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19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

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19.4 INSPECTION

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

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22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: February 23, 2021

TITLE: Executive Session for:

1. Discussion of Employment and Evaluation of the Superintendent, Pursuant to A.R.S. § 38-431.03(A)(1); and
2. In Discussion and Consultation with Representatives of the Governing Board In Order to Consider its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff for the 2021-2022 Fiscal Year Pursuant to A.R.S. § 38-431.03(A)(5).

BACKGROUND:

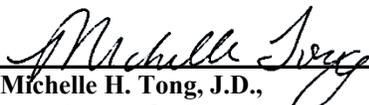
This executive session discussion will pertain to the employment of the Superintendent, pursuant to his employment terms, and will include an evaluation of his performance. Discussion which occurs during executive session, like the discussion of all personnel matters, is confidential according to law.

The Board may also wish to convene an executive session pursuant to A.R.S. §38-431.03(A)(5) to discuss item (A)(2) as identified above.

RECOMMENDATION:

The administration recommends the Board convene an executive session for purpose of discussing the matters identified above as permitted by A.R.S. §38-431.03(A)(1) and (5).

INITIATED BY:


Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: February 15, 2021


Todd A. Jaeger, J.D., Superintendent